

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTION NO.

2011-708-G

-----X
COMMONWEALTH OF MASSACHUSETTS,
MASSACHUSETTS COMMISSION AGAINST
DISCRIMINATION,

Plaintiffs,

v.

PAIGE HOSPITALITY, INC. D/B/A CURE
LOUNGE,

Defendant.
-----X

FINAL JUDGMENT BY CONSENT

Pursuant to G.L. c. 272, §§ 92A, 98 and G.L. c. 93A, § 4, the Commonwealth of Massachusetts (the "Commonwealth"), by and through its Attorney General Martha Coakley, and the Massachusetts Commission Against Discrimination ("MCAD") commenced this action for injunctive relief and damages in Suffolk County Superior Court. The Commonwealth and MCAD's complaint alleges that the defendant Paige Hospitality, Inc., d/b/a/ Cure Lounge (hereinafter "Defendant" or "Paige Hospitality"), unlawfully denied use and enjoyment of a place of public accommodation to black guests on the basis of their race.

Plaintiffs and Defendant agree to the entry of this Final Judgment by Consent ("Final Judgment"). The undersigned parties waive the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure. The parties also waive all rights of appeal.

Defendant consents to the jurisdiction of this Court. Defendant further acknowledge that it has the capacity to and has read, understands, consulted with counsel about, and voluntarily consents to each of the provisions contained herein. Defendant understands that the restrictions, obligations, and requirements set forth herein apply to it, its agents, successors, assigns, and all others acting within its legal control.

I. PROHIBITORY INJUNCTIVE RELIEF

For a period of three (3) years from the date of entry of this Final Judgment, Defendant is enjoined from:

A. Engaging in conduct that violates or fails to comply with state and federal public accommodations laws, including but not limited to G.L. c. 272, §§ 92A, 98; and

B. Engaging in conduct that violates or fails to comply with the Massachusetts Consumer Protection Act, G.L. c. 93A, § 2(a).

Nothing in this Section shall limit or alter Defendant's obligations under G.L. c. 272 §§ 92A, 98 and G.L. c. 93A, § 2(a) at the conclusion of the three (3) years from the date of entry of this Final Judgment.

II. AFFIRMATIVE INJUNCTIVE RELIEF

For a period of three (3) years from the date of entry of this Final Judgment, Defendant shall comply with the following provisions:

A. Training.

(1) *Initial Training*: Any individual who works for or provides services to Paige Hospitality in connection with the hosting of public or private events at Cure Lounge shall attend

a training on federal and Massachusetts anti-discrimination and public accommodation laws ("Initial Training"). The Initial Training must be pre-approved by the Civil Rights Division of the Office of the Attorney General ("CRD") and the MCAD, unless the training is performed by the MCAD. All individuals subject to the Initial Training must attend and complete such training within thirty (30) calendar days of the date of entry of this Final Judgment. If, on the thirty-first (31st) calendar day following entry of this Final Judgment, any individual subject to the Initial Training has not yet attended and completed such training, Paige Hospitality shall not host any events until all individuals subject to the Initial Training have attended and completed such training. Paige Hospitality shall provide to CRD and the MCAD a written certification of completion of the Initial Training.

(2) *Subsequent Training*: Paige Hospitality shall provide training on federal and Massachusetts anti-discrimination and public accommodation laws once per year during 2012 and 2013 ("Subsequent Training") to any individual who works for or provides services to Paige Hospitality in connection with the hosting of public and private events at Cure Lounge. The Subsequent Training must be pre-approved by CRD and the MCAD, unless it is performed by the MCAD. Paige Hospitality shall provide to CRD and the MCAD written certification of completion of the Subsequent Training within ten (10) days of the date of each Subsequent Training.

Paige Hospitality shall bear all costs associated with the Initial Training and the Subsequent Training.

B. Anti-Discrimination Policy.

(1) *Initial Review*: Within thirty (30) days after entry of this Final Judgment, Paige Hospitality shall provide any individual who works for or provides services to Paige Hospitality

in connection with the hosting of events at Cure Lounge with a written copy of its anti-discrimination policy ("Policy"). The Policy must be reviewed and approved by CRD and the MCAD prior to its dissemination. Each individual who received the Policy must sign an acknowledgement that she received and read a copy of the Policy and said acknowledgement must be provided to CRD.

(2) *Subsequent Review*: At least once per year during the term of this Final Judgment, Paige Hospitality shall provide a written copy of its Policy to any individual who works for or provides services to Paige Hospitality in connection with the hosting of events at Cure Lounge. Each individual who receives the Policy must sign an acknowledgement that she received and read a copy of the Policy and said acknowledgement must be provided to CRD. If, at any time after the MCAD and CRD's initial review of Paige Hospitality's Policy, Paige Hospitality should wish to change the Policy, Paige Hospitality shall furnish a written copy of the proposed policy change to CRD and the MCAD for pre-approval.

Paige Hospitality shall maintain records sufficient to demonstrate compliance with this provision throughout the term of this Final Judgment.

III. PUBLIC APOLOGY

Within one (1) calendar day of the entry of this Final Judgment, Defendant shall clearly and conspicuously post the following public apology on Cure Lounge's website <http://curelounge.com>: "The owners, managers and employees of Cure Lounge wish to extend our deepest apologies to all of those affected, both directly and indirectly, by the unfortunate events that occurred on the evening of November 20, 2010. Cure Lounge further apologizes for the statements made on its behalf by its public relations group in the days following the event."

Those statements were uninformed and in no way reflect the values or beliefs of the owners, managers, and employees of Cure Lounge. Cure Lounge does not tolerate racism. Cure Lounge will abide with all of the conditions requested by the Attorney General and the Massachusetts Commission Against Discrimination. Cure Lounge will do everything in its power to ensure that the events of November 20 will not be repeated.” This public apology shall remain clearly and conspicuously posted on Cure Lounge’s website for an uninterrupted period of thirty (30) calendar days.

In connection with issuing this Public Apology, Defendant shall not, in any communications with the press or other media, criticize, ridicule, or make any statement which disparages or is derogatory of this Final Judgment or the contents of the Public Apology.

IV. PAYMENT TO THE COMMONWEALTH

A. Payment for Costs and Fees

Within ten (10) days of entry of this Final Judgment, Defendant shall pay to the Commonwealth the amount of FIVE THOUSAND dollars (\$5,000) for the costs and fees incurred in connection with its investigations. Defendant shall make its payment by bank or certified check in that amount payable to the Commonwealth of Massachusetts and submitted to the Office of the Attorney General, One Ashburton Place, Boston, Massachusetts, 02108, Attention: AAG Jonathan B. Miller, Civil Rights Division.

B. Grant for Educational Purposes

Within ten (10) days of entry of this Final Judgment, Defendant shall pay to the Office of the Attorney General the amount of TWENTY-FIVE THOUSAND dollars (\$25,000). The payment shall be a grant, pursuant to G.L. c 12 § 4A, to be distributed at the sole discretion of the

Office of the Attorney General to an entity or entities that provide support for African-American students seeking higher education opportunities. Defendant shall make the payment by bank or certified check in that amount payable to the Office of the Attorney General and delivered to the Office of the Attorney General, One Ashburton Place, Boston, Massachusetts, 02108, Attention: AAG Jonathan B. Miller, Civil Rights Division.

V. OTHER PROVISIONS

A. Resolution of Proceedings. This Final Judgment resolves this action filed by the Attorney General as well as the complaint initiated by the MCAD (MCAD No. 10-BPA-03143). In connection with entry of this Final Judgment, the Attorney General and the MCAD agree that there will be no further investigation or prosecution regarding the incident at issue in this matter, excepting any enforcement of this Final Judgment, if necessary.

B. Effective Period. This Final Judgment becomes effective upon execution and entry by the Court. Except as otherwise indicated, the provisions set forth in this Final Judgment shall be in effect three (3) years from the date of entry of this Final Judgment.

C. Compliance. Upon request of the Attorney General, her representatives, or the MCAD, Defendant shall produce all documents or provide all information relating to compliance and/or efforts to comply with the provisions of this Final Judgment.

D. Continuing Jurisdiction. The parties to this Final Judgment admit to the continuing jurisdiction of the Suffolk Superior Court for the purpose of carrying out or modifying the terms of this Final Judgment or for granting such further relief as the Court deems just and proper. The injunctive relief provisions of this Final Judgment place the Defendant under the restraint of a direct order of the Court that it do or refrain from doing the particular acts stated

herein. Any violation of this Final Judgment may result in Defendant being adjudged in civil contempt of court. The Attorney General and/or the MCAD may seek to enforce all provisions of this Final Judgment. The Attorney General and/or the MCAD shall be entitled to reasonable attorney's fees and costs related to such enforcement, to the extent allowed by the Court in the exercise of its reasonable discretion after a hearing.

E. Governing Law. The provisions of this Final Judgment shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

F. Severability. The provisions of this Final Judgment shall be severable and should any provisions be declared by a court of competent jurisdiction to be unenforceable, the other provisions of this Final Judgment shall remain in full force and effect.

G. Conduct Not Condoned. Consent to this Final Judgment does not constitute an approval by the Commonwealth or the MCAD of any of Defendant's acts and practices, and the Defendant shall make no representations to the contrary.

H. Entire Agreement. This Final Judgment contains the complete agreement between the Commonwealth, the MCAD, and Defendant. No promises, representations, or warranties other than those set forth in this Final Judgment have been made between the Commonwealth, the MCAD, and Defendant. This Final Judgment supersedes all prior communications, discussions, or understandings, if any, between the Commonwealth, the MCAD, and Defendant, whether oral or in writing.

I. Scope of Judgment. This Final Judgment does not serve as an admission of guilt or of racism by Defendant, nor does this Final Judgment constitute a finding of probable cause by the MCAD.

J. Modification. This Final Judgment may not be changed, altered, or modified, except by further order of the Court or by written consent of the parties.

K. Counterparts. This Final Judgment may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Final Judgment.

L. Interpretation of Terms. If any of the terms of this Final Judgment are deemed to be ambiguous, none of them shall be construed against the Commonwealth or the MCAD.

SO ORDERED:

Gerardine B. Hines
Justice, Superior Court

Dated: 2/24/11